



STATE OF LOUISIANA

**Division of Administration
Office of Technology Services**

REQUEST FOR PROPOSALS

For:

**Statewide Data Management for Natural Resource
Damage Assessment, Oil Spills**

For

DPS - Louisiana Oil Spill Coordinator's Office (LOSCO)

RFP #: 815200-20141110001

November 10, 2014

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I GENERAL INFORMATION

1.1 Purpose

This Request for Proposal (“RFP”) is issued by the Office of Technology Services (herein referred to as OTS), in support of the Louisiana Oil Spill Coordinator’s Office (LOSCO), to obtain competitive Proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified proposers who are interested in providing the services needed to enhance, develop and/or implement all reasonable and necessary data management support in connection with past, present and future oil spills, including the *Deepwater Horizon* Oil Spill. LOSCO’s primary function is to ensure effective coordination and representation of the state’s interests in all matters related to oil spill prevention and response, which includes being the lead administrative trustee agency for the State of Louisiana's natural resource trustees responsible for assessing the nature and extent of natural resource damages to the state arising from unauthorized discharges of oil within state boundaries.

This scope of work will contribute to the efforts of all Louisiana State Trustees on National Resources Damage Assessments, as well as any subsequent litigation relating to oil spills, including the *Deepwater Horizon* Oil Spill. As part of the ongoing *Deepwater Horizon* Oil Spill assessment, LOSCO has worked with the other State Trustees to develop a Louisiana oil spill coordination website and database that works as an integrated system allowing LOSCO to manage data generated from the *Deepwater Horizon* Oil Spill.

The current System includes data management (including an FTP site, data staging area and a data repository), a secure Trustee portal, a public access website and a data management team, all of which are designed to meet the needed functionality of developing Trustee prioritizations for the *Deepwater Horizon* Oil Spill.

Under the resulting contract, OTS and LOSCO will define and provide oversight on the desired outcomes for the System not only as it relates to future prioritizations for the *Deepwater Horizon* Oil Spill, but also in expanding the System to meet the needs, and Trustee prioritizations, associated with other oil spills. The Contractor will be responsible for enhancing, implementing, and maintaining the System, as circumstances dictate (See Attachment I for Scope of Services). The Contractor will also be responsible for migration of the current System from the current hosted site to Contractor’s hosted site.

1.2 Background

The issuance of this RFP and subsequent contract is for the benefit of all of the Louisiana State Trustees connected to past, present and future oil spills, including the *Deepwater Horizon* Oil Spill.

The Contractor and any support staff will work on a task order “as needed” basis. The Contractor will provide OTS/LOSCO with personnel who have the requisite expert and detailed knowledge based on the qualifications as described in this RFP. The System must provide access control and authentication to ensure proper authorization for access.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

1.4 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor shall contact each other with respect to the existing contract only. Under no circumstances shall the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters shall include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

This RFP is available in electronic form at the Office of State Purchasing's LAPAC website <http://www.doa.louisiana.gov/osp/lapac>, or by submitting a written request to the RFP Coordinator.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The term of any contract resulting from this solicitation shall begin on or about March 1, 2015, and shall end on February 28, 2018.

2.2 Proposer Inquiry Periods

Pre-Proposal conference – Not Applicable for this solicitation.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Matthew Vince
Office of Technology Services
Division of Administration
P.O. Box 94095
Baton Rouge, LA 70804-9095
FAX: (225) 219-9465
PHONE: (225) 342-7105
EMAIL: cio@la.gov

Hand deliver or Courier to:

Office of Technology Services
Division of Administration
1201 N. Third St., Suite 2-130
Baton Rouge, LA 70802
Attn: Matthew Vince

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Matthew Vince
Office of Technology Services
Division of Administration
P.O. Box 94095
Baton Rouge, LA 70804-9095
FAX: (225) 219-9465
PHONE: (225) 342-7105
EMAIL: cio@la.gov

Hand deliver or Courier to:

Office of Technology Services
Division of Administration
1201 N. Third St., Suite 2-130
Baton Rouge, LA 70802

Attn: Matthew Vince

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:00PM CDT on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp> Only Matthew Vince has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

2.4 Definitions

- System - Louisiana Oil Spill Tracking System as described in this RFP.
- Shall – The term “shall” denotes mandatory requirements.
- Must, Will - The terms “must” and “will” denotes mandatory requirements.
- May, Can - The terms “may” and “can” denote an advisory or permissible action.
- Should – the term “should” denotes desirable
- Contractor – A firm or individual who is awarded a contract, the successful proposer.
- Proposal – A response to an RFP.
- Proposer- A firm or individual who responds to an RFP.
- RFP – Request for proposals
- State - The State of Louisiana.
- CIO - Chief Information Officer
- OTS – Division of Administration Office of Technology Services
- LOSCO – Louisiana Oil Spill Coordinator's Office
- LOSDMS - Louisiana Oil Spill Data Management System
- Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.
- LAPAC - is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp].

2.5 Schedule of Events

Event	Date	Time (CT)
1. RFP mailed to prospective Proposers & posted to LAPAC	November 10, 2014	
2. Deadline to receive written inquiries	November 18, 2014	4:00 PM
3. Deadline to answer written inquiries	November 26, 2014	

4. Proposal Opening Date (deadline for submitting and proposals)	December 15, 2014	4:00 PM
5. Notice of Intent to Award to be mailed	To Be Scheduled	
6. Contract Initiation	To Be Scheduled	

NOTE: The State of Louisiana reserves the right to deviate from these dates.

3 PROPOSAL INFORMATION

3.1 Minimum and Highly Desirable Qualifications of Proposer

Proposer shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP:

- Proposer and proposed key personnel must demonstrate experience with information technology, design, development, and maintenance of databases and other information technology.
- Proposers must have experience in developing Internet (browser based) applications.
- Proposers must have experience in ensuring network and data security.
- Proposers must have experience with Microsoft .NET architecture and Microsoft SQL-Server Database.
-
- Proposer shall provide a minimum of three (3) client references for which it was responsible as the primary provider of services of similar type and scope to those as defined in this RFP. These project references must be for projects completed within the past five years previous to the publication date of this RFP or for current engagements as the primary provider of similar or larger scope services. One of the clients must have been in state or local government.

It is highly desirable that the proposer meet the following qualifications:

- Proposer and key personnel should demonstrate experience developing, implementing and maintaining comprehensive systems related to Natural Resource Damage Assessment (NRDA) data management.
- Experience working with NOAA and USFWS oil spill data management systems and approaches,
- Experience working with the Louisiana oil spill trustees from the Coastal Protection and Restoration Authority of Louisiana (CPRA), Louisiana Oil Spill Coordinator's Office (LOSCO), Louisiana Department of Wildlife and Fisheries (LDWF), Louisiana Department of Environmental Quality (LDEQ) and Louisiana Department of Natural Resources (LDNR)

3.2 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected Proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and Proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should acknowledge in their Proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a Proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a Proposal identified as such must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the Proposal.

The RFP and Proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP, except as provided under section 5.1.9 of this RFP. The Proposer should submit with its Proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty *(30) calendar* days or if the selected Proposer fails to sign the final contract within 7 calendar days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 No Adverse Representation

Because the work done under this contract will potentially be used for litigation, Proposers will be screened for potential conflicts of interest. If a Proposer is currently party to or has been party to one or more contracts with one or more of the parties listed in Attachment IV, or to any contract with a person or entity that is a contractor, employee or agent for a party listed in Attachment IV, then that Proposer must disclose all such contracts in the form of a written attachment to their Proposal. The attachment must state the name of the party, starting date and anticipated duration of the contract, the estimated total contract amount, and a description of the scope of work.

The list in Attachment IV is **not** an exhaustive list of adverse or potentially adverse parties; rather, it is a starting point in the discussion of potential conflicts of interests. Whether or not an agreement with a governmental or non-governmental entity causes a potential conflict of interest is a case-by-case analysis. Disclosing an agreement with a party on this list shall not automatically disqualify the Proposer. If the State requires additional information regarding any disclosure, it may seek clarification from the Proposer. Additional disclosures may be required from the selected Proposer during negotiations, including disclosures regarding proposed subcontractors. **The State shall reserve the right to reject any Proposal if the Proposer has entered into any agreement with an adverse or potentially adverse party.**

By virtue of submitting a Proposal, Proposers shall affirm that they have reviewed and complied with the above request for disclosure. Additionally, by virtue of submitting a Proposal, Proposers shall affirm that they have reviewed the list in Attachment IV and the “No Adverse Representation” clause found in the Sample Contract (Attachment V), and shall be willing and able to comply with it if their Proposal is selected.

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submittal

This RFP is available in electronic form at the LAPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator Officer with the Office of Technology Services named below.

All Proposals shall be received by the Office of Technology Services **no later than the date and time shown in the Schedule of Events.**

Important - - The Proposer should clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name:** Statewide Data Management for Natural Resource Damage Assessment, Oil Spills
- X **File Number:** 815200-20141110001,
- X **Proposal Opening Date:** 12-15-2014

Proposals may be delivered by U. S. Postal Service, hand or courier service to our physical location at:

Office of Technology Services
Division of Administration
1201 N. Third St., Suite 2-130
Baton Rouge, LA 70802
Attn: Matthew Vince

Proposer shall be solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of Technology Services shall not be responsible for any delays caused by the Proposer's chosen means of Proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer shall be solely responsible for the timely delivery of its Proposal. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal.

4.2 Proposal Response Format

Proposals should be submitted in the formats requested with all questions answered in detail. Legibility, clarity and coherence are important. The Proposal should present the information in the order requested in the RFP. Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal in two (2) separate documents. No pricing information shall be included in the Technical Proposal. Proposals should be in the same numbering format as used in the RFP so that responses correlate to the same paragraph in the RFP requirement, making the Proposal more "evaluator friendly".

Responsiveness will be measured by the Proposer's ability to fully and completely explain how their proposed solution meets the requirements of this RFP. Merely "parroting" back the requirements statements in a Proposal may result in the Proposal receiving a lower score during the technical evaluation process. The Proposer should provide detailed information as requested in Part V of this RFP in order to provide the OTS with adequate material to perform a thorough evaluation of Proposer's solution.

Each Proposer shall submit one (1) signed original response. In addition, Proposer should provide the following copies of their Proposal:

Proposal Type	Hard Copy (Paper) Document	Electronic Copy – CD or Flash Drive
Technical Proposal	6	1
Cost Proposal	2	1

The Technical Proposal Response should be boxed and labeled separately from the Cost Proposal Response.

The required CDs should be placed in the cover of the original copies of the related technical and cost Proposals. The CDs should include the Proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents.

Cost schedules should also be provided in Microsoft Excel format, and project plans should be provided in Microsoft Project format.

Additionally, one hard copy and one electronic copy of a fully redacted (in accordance with the guidelines provided in Section 3.9 of the proposal section - Proprietary Information) technical Proposal should be submitted.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 4 & 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment VII.

4.6 Clear and Concise Response

The Proposal should address each of the criteria addressed in this section of the RFP. It should be clear and concise in response to the information and requirements described in the RFP. The Proposed solution shall meet or exceed all mandatory requirements as defined in this RFP. OTS and LOSCO are seeking services to provide supplemental application development, data migration and support, as well as infrastructure support on an as needed, task order basis. This is a task order based contract which will allow for the individual definition of projects, estimation by the Contractor(s) of what will be required, and an approval by OTS/LOSCO to initiate the work (task order). No work shall be done prior to an approved task order.

5.0 Cost and Technical Proposal

5.1 Technical Proposal Overview

The format and sections of the Technical Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is encouraged in order to permit the effective evaluation of Proposals.

The Technical Proposal should be in the following format:

Technical Proposal Content Checklist

Title Page
Transmittal Letter
Table of Contents

- TAB 1 – Executive Summary
- TAB 2 – Proposer Information
- TAB 3 – Staff Information
- TAB 4 – Project Approach and Methodology
- TAB 5 –Reference Checks
- TAB 6 – Contract Edits

The following sections of the RFP explain the content that is requested in each of the sections of the Technical Proposal.

5.1.1 Title Page

The title page should be placed as the front cover and/or insert and include:

1. Title of the RFP
2. RFP due date
3. Proposer's Name
4. The inscription, "Technical Proposal."
5. Separate and distinct control number for each of the hard copies should be placed in the bottom right corner. The control number naming convention is <Proposer Name>-<sequential number> (e.g., "Acme-16"). Please ensure that the signed original copy is designated by control number "1."

5.1.2 Transmittal Page

The letter of transmittal should be limited to two (2) pages and should include:

1. A brief statement of the Proposer's understanding of the scope of services associated with this RFP.
2. The name, title, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Proposer.
3. The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the Proposer.
4. Federal Tax Identification Number
5. All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its Proposal. The State reserves the right to reject a Proposal if the Proposer's acceptance period is less than 90 calendar days.
6. Signature of person(s) authorized to legally bind the Proposer.

ATTENTION: Evidence of signature authority shall be provided upon the State's request.

5.1.3 Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the Proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the Proposal.

5.1.4 TAB 1 – Executive Summary

The Proposer should condense and highlight the contents of the Technical Proposal in this section. The Executive Summary should be no more than three (3) pages and provide a concise summarization of the services being proposed to meet the State’s requirements.

5.1.5 TAB 2 – Qualification of Proposer Information

This section should provide the following subsections related to the Proposer:

The Proposer should provide clear and convincing evidence of its ability to meet or exceed the mandatory and highly desirable qualifications in section 3.1

5.1.5.1. Company Overview

In this section, the Proposer should describe its business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners / officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

5.1.5.2 Veteran and Hudson Initiative Program Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the percentage of proposed participation in this engagement based on dollar value of each subcontract. A copy of the respective program certification certificate should be provided for each subcontractor.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

5.1.5.3 Proposer Capacity, Knowledge and Experience

Proposer must provide a description of its qualifications, including the knowledge and experience of the Proposer and key project personnel conducting projects of similar scope and scale. Specifically, this description shall include knowledge and experience developing, implementing and maintaining comprehensive Systems related to Natural Resource Damage Assessment (NRDA) data management. The Proposer should provide clear and convincing evidence of its ability to meet or exceed the mandatory and highly desirable qualifications in section 3.1

5.1.5.4 Financial Strength

Proposer should generally provide evidence that the Proposer has the financial capacity to provide the entire solution. The Proposer should provide details regarding Proposer's total annual revenue, profit and cash flow by providing audited financial statements for the past three years and in any other way Proposer deems necessary to demonstrate the firm's financial size and cash flow capacity. The financial statements should include an income statement, balance sheet, and cash flow statement for each of the three years.

The Proposer may also submit the most recent Dun & Bradstreet (D&B) Business Information Report™ for the Proposer. (Submission of the D&B Number without the full report will cause the Proposer to receive a lower score.)

5.1.5.5 Integrity

Proposer should discuss the reasons why it feels the organization and the individuals within the organization are of high integrity and operate in a culture of high integrity. Proposer should highlight those points that would demonstrate the organization's integrity.

The Proposer should provide a statement of whether the Proposer or any individual who will perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Louisiana) and, if so, the nature of that conflict.

The Proposer should provide a statement of whether, in the last five years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

The Proposer should provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP.

The Proposer should provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter or any other matter related to an engagement similar to the scope of services being requested in this RFP.

The State shall reserve the right to research the Proposer independently to corroborate and evaluate the information provided by the Proposer under this category.

5.1.5.6 Project Expectations

Proposer should provide a response that substantiates its ability to meet the Project Management, Scope of Services Requirements (Attachment I), System implementation and maintenance requirements of this RFP.

5.1.5.7 Subcontractor Information

The Proposer should list all subcontractor Service Providers that may receive more than \$100,000 in service revenue over the life of the contracts. Contact information for each of these Service Providers should be provided. For these Services Providers, Proposer should provide information in the following sections:

5.1.5.7.1 Subcontractor Company Overview

In this section, the Proposer should describe each Service Provider's business operations, such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners/officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

5.1.5.7.2 Subcontractor Roles and Responsibilities

The proposer should provide information describing the roles and responsibilities of each subcontractor in delivery of services defined within the Proposal including number of staff being provided, specific areas of expertise, projected duration of engagement, and prior experience of subcontractor in delivery of relevant services.

5.1.6 TAB 3 – Skills and Qualifications of Proposed Staff Information

For the purpose of this RFP, it is anticipated that the following resources/skill sets will be required during the contract(s) period:

- **IT Project Manager.** Experience level: 5+ years' experience in project management. This individual shall possess an ability to apply strong project management skills and methodologies with proven experience in large-scale IT initiatives. This individual shall have experience in and strong knowledge of information technology applications, design, processes, software and equipment. This person shall also have experience in leading IT related projects and managing delivery teams.
- **Database Administrator.** Experience level: 4+ years of SQL Server Administration 2008-2010 with a strong knowledge of all Microsoft Windows Operation Systems. This individual must possess experience in troubleshooting SQL coding and DB fragmentation, troubleshooting hardware, including controller limitations, disk space, SAN storage and Fiber connections.
- **SQL Reporting and Integration Services Developer.** Experience level: 4+ years' experience with SQL Server/ Business Intelligence (BI) Reporting and integration Services.
- **Senior .Net Developer.** Experience Level: 5+ years' .NET and SQL Server programming. Shall possess a background in business application development with strong communication and leadership skills. Experience in MS Windows and Web development platforms, specifically .NET (ASP.NET & VB.NET), C# and SQL Server platforms shall be required.
- **Intermediate .Net Developer.** Experience Level: 4+ years' .NET and SQL Server programming. Must have a background in business application development with good communication skills and an understanding of MS Windows and Web development platforms, specifically .NET (ASP.NET & VB.NET), C# and SQL Server platforms shall be required.
- **Web Content Administrator.** Experience level: 2+ years' experience in web page design and design of web-based applications with specific knowledge of Visual Basic, .NET, and development
- **Data Control Specialist-** Experience level: 3+ years' experience in data quality assurance and data quality control. It is highly desirable that this person has experience with NRDA data quality assurance and control.
- **Data Entry Specialist-** Experience level: 1+ years' experience in transcribing data. It is highly desirable that this person has experience in transcribing oil spill data.
- **Requirements Analyst-** Experience level: 4+ years' experience in analyzing requirements for information processes and systems. This person shall have a strong background in defining procedures and protocols for oil spill related processes.
- **Software Architect-** Experience level: 5+ years' experience in architecting large scale .net solutions and managing software development.

The following are highly desired certifications. The Proposer should include any of these certifications with their list of experiences, or otherwise demonstrate equivalent skills, for each position requested.

- Microsoft Certified Database Administrator (MCDBA) SQL Server 2008 / 2010
- Microsoft Certified Solutions Expert (MCSE)
- Microsoft Certified Technology Specialist (MCTS) SQL Server 2008 / 2010

- Microsoft Certified Application Developer (MCAD)
- Microsoft Certified Professional Developer (MCPD)
- Project Management Professional (PMP)

The following competencies are highly desired. The Proposer should include any of these competencies with their list of experiences, or otherwise demonstrate equivalent competencies, for each position requested.

- Microsoft Collaboration and Content Management Gold competency
- Microsoft Application Development Gold Competency
- Microsoft Business Intelligence Gold Competency

The Proposer should provide an Organization and Staffing Plan that addresses the Proposer's project staff. The section should include the following:

1. An organization chart for its proposed project team
2. A summary table for each staff category, highlighting the staff on one axis and the key skills and experience relevant to the category on the other axis.
3. A description of each role and resumes for key positions. Resumes should include the following information:
 - a. Proposed role on project;
 - b. Education and training;
 - c. Recent relevant experience (including start and end dates); quality and depth of experience;
 - d. Size and scope of projects supported; and
 - e. Reference and contact information, including e-mail address and phone number.

Resumes should be no longer than three pages in length.
Letters of commitment shall be required for all key staff at contract execution.

Contract personnel shall not be removed from the project except for circumstances beyond the Contractor's/Service Provider's control. The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

If any staff from the Proposer's team requires special accommodations for a handicap or work limitation, please note such in this Section.

The Proposer should describe where it will perform the work necessary; the final solution will be delivered to the State in Baton Rouge, Louisiana.

5.1.7 TAB 4 – Project Approach and Methodology & Project Timeline

This section should provide information related to the Proposer's planned approach for delivery of services defined in this RFP.

5.1.7.1 Project Management Plan / Project Timeline

This section should include a sample comprehensive project management plan. The work plan should include a Work Breakdown Structure (WBS) of existing tasks to be performed by State, subcontractors, and Proposer personnel, as well as tasks requiring collaboration. It should include as much detail as possible, although it is understood that some tasks are dependent on the results of other tasks. The Work

Breakdown Structure should include a description of the task or deliverable, the estimated duration of the task or deliverable, including the start and end dates. The Work Breakdown Structure should be accessible via Microsoft Project 2010® or similar software application. Printed copies of the Proposal should also include a high-level timeline in Gantt chart format.

5.1.7.2 Status Reporting

The Proposer should describe its approach for project status reporting. The Proposer should provide a sample status report that includes all of the elements required in the monthly Status Report described in the Deliverables Section “Reporting” in Attachment I.

5.1.7.3 Issue Management

The Proposer should describe its approach to identifying issues, the tracking mechanism it uses to track issues through to their resolutions, and the process it uses to develop recommendation for resolution. This discussion should include the use of any tools or techniques that are integrated into the overall project management methodology. Topics that should be addressed in this section include:

1. Issue identification;
2. Issue tracking;
3. Issue review and prioritization;
4. Issue analysis;
5. Recommendation for issue resolution; and
6. Issue escalation.

5.1.7.4 Risk Management Plan and Procedures

The Proposer should describe its approach to identifying and assessing potential risks to the project as well as identifying and managing actions to avoid, mitigate, or manage those risks. The Proposer should include the provision of the appropriate methods, tools and techniques for active identification and assessment of project risks; development of risk avoidance, mitigation, or management strategies; and monitoring and reporting of risk status throughout the life of the project.

- OTHER POLICIES: The Proposal must contain details on other important service policies including:
 - The approach to providing a fault tolerant computing environment.
 - A backup and disaster recovery policy

5.1.7.5 Technical Approach

This section should include the following:

1. Discussion of Proposer’s strategy for System development;
2. Discussion of the background, objectives and work requirements;
3. Discussion of proposed methods and techniques for completing each functional requirement;
4. Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution;

5. Discussion of Proposer's approach for data acquisition and validation;
6. Discussion of Proposer's approach for data interfaces if necessary;
7. Discussion of Proposer's approach to prioritizing project tasks within the proposed solution;
8. Discussion of Proposer's approach to handling project timeline deviations due to potential necessary modifications to the system;
9. Discussion of Proposer's approach to minimizing errors.

5.1.7.6 Quality Assurance/Quality Control

Proposer should describe its quality assurance and quality control process. This should include but should not be limited to the Proposer's plan and approach for providing a quality solution. This should include its process for ensuring the full performance of the solution and acceptance by the users.

5.1.8 TAB 5 – Reference Checks

The reference information should include a description of the relevant services provided and current contact information for client staff that are authorized to validate the reference.

5.1.9 TAB 6 – Contract Edits and Assumptions

The Proposer should provide a listing of all requested contract edits, exceptions, or changes to the sample contract provided in Attachment V: Sample Contract.

Additionally, the Proposer shall state all assumptions made as a basis of this Proposal that would have a material impact on the delivery and scope of services as well as a potential cost impact.

Any license agreements or annual maintenance contracts that may result from this RFP will be separate contracts from the services contract that will result from this RFP. Costs of any required license agreements or maintenance agreements must be itemized and listed in Attachment VI as part of any Cost Proposal. The Proposer should provide a draft of the license agreement and/or maintenance contract it wishes to enter into with the State.

5.2 Cost Proposal

5.2.1 Cost Proposal Overview

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. Adherence to this format is encouraged in order to permit the effective evaluation of Proposals.

The Cost Proposal should be in the following format:

Cost Proposal Content
 Title Page
 Table of Contents
 TAB 1 – Executive Summary
 TAB 2 – Administrative Requirements
 TAB 3 –Cost Schedules

Cost information should be provided in accordance with the templates provided in Attachment VI: Cost proposal.

Change Management (Defining what is included in maintenance and what would incur additional cost)

Each section of the Cost Proposal should be described in further detail. All project assumptions should be placed in the Technical Proposal.

The following sections of the RFP explain the content that is requested in each of the sections of the Cost Proposal.

5.2.2 Title Page

The title page should be placed as the front cover and/or insert and include:

Title of the RFP

RFP due date

Proposer's Name

The inscription, "Cost Proposal."

5.2.3 Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the Proposal. Each page of the proposal should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the Proposal.

5.2.4 TAB 1 – Executive Summary

Proposer should provide an overview of the Cost Proposal which describes any pricing approaches, and reasons why Proposer's combined technical and cost approach should be of value to the State.

5.2.5 TAB 2 – Administrative Requirements

The Proposer shall sign and submit the Certification Statement. Two (2) copies of the Certification are also requested.

5.2.6 TAB 3 – Cost proposal

The Proposer should utilize Attachment VI to provide cost information.

Proposer shall include a narrative providing detailed information substantiating RFP requirements including a description of the services to be provided, the anticipated level of effort, and associated tasks.

Cost Proposal: The Proposer shall provide the following costs:

- Hourly rates for each of the skill levels (Database Administrator, Senior .Net Developer, Intermediate .Net Developer, SQL Reporting and Integration Services Developer, Web Content

Administrator, IT Project Manager, Data Control Specialist, Data Entry Specialist, Requirements Analyst, Software Architect.

- Monthly server/Storage hosting fee. This shall include a price for a monthly storage fee on basic storage for 10 TB and a price for a monthly server fee on 3 Quad Core Server minimum 12 GB memory (Or comparable).
- A one-time migration fee.

All hourly rates and fees shall be firm fixed prices. . Any costs which the Proposer wishes to be paid must be stated on the Cost Proposal, including license agreements, software maintenance, etc.

NOTE: The total cost proposed must include labor, taxes, overhead, account management and any other costs related to providing the service. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: www.doa.louisiana.gov/osp/travel/traveloffice.htm. All out of state travel will be subject to prior approval by the Contract Administrator.

5.3 Clarifications and Oral Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If oral presentation occurs the scores will be readjusted based on original evaluation scoring criteria.

6 EVALUATION AND SELECTION PROCESS

6.1 Evaluation Process Overview

The State shall conduct a comprehensive, fair, and impartial evaluation of all Proposals received. The State shall reject any proposals that fails to meet and /or to provide any mandatory requirement. The Evaluation Process will utilize a three (3) phase process as follows:

- Phase 1 - Administrative Compliance/Mandatory Requirements Review (Pass/Fail)
- Phase 2 - Detailed Evaluation of Technical Proposals
- Phase 3 - Cost Analysis

The evaluation committee shall assign points in its evaluation of each Proposal as follows:

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Technical Proposal (Section 6.2.2) <ul style="list-style-type: none"> • Qualifications of Proposer – 100 Points • Skills and Qualifications of Proposed Staff – 150 Points • Project Approach and Methodology – 25 Points • Project Timeline – 10 Points • Reference Checks – 15 Points 	300
Veteran and Hudson Initiative (Section 6.2.2.6)	50

Cost Proposal (Section 6.2.3)	150
Total Possible Points	500

The Proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial, Veteran and Hudson Initiative and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

Note: A minimum score of 175 points for a Technical Proposal must be obtained for a Proposal to be considered acceptable for contract award. Any Proposal failing to receive the minimum score of 175 points at the end of the Detailed Evaluation of Technical Proposals will not be evaluated further and will be ineligible for award.

The remainder of this section of the RFP describes each step in the evaluation process in detail.

6.2 Evaluation Phases

6.2.1 PHASE 1: Administrative Compliance/Mandatory Requirements Review

The State will conduct an administrative compliance review of all Proposals immediately upon opening. The purpose of this review shall be to determine the Proposal's compliance with RFP mandatory administrative requirements and instructions. Any Proposal that does not comply with RFP mandatory administrative requirements and instructions shall be considered non-responsive, and shall not receive further consideration.

All Proposals that pass the Administrative Compliance Review shall be reviewed to ensure they meet all mandatory content requirements as documented in this RFP. Any Proposal that fails to satisfy these requirements shall be considered non-responsive, and shall not receive further consideration. The Proposal must satisfactorily demonstrate that the Proposer and/or the proposed solution meet each specific mandatory requirement.

The result of Phase 1 is a pass/fail decision.

6.2.2 Phase 2: Detailed Evaluation of Technical Proposals

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical Proposal.

The purpose of the detailed evaluation of the technical Proposals shall be to select proposals who will provide all required capabilities to the Evaluation Team. Technical Proposal evaluation criteria will be weighted as follows

Technical - Services Capabilities Evaluation (300 points)

- Qualifications of the Proposer: 100 points
- Skills and Qualifications of Proposed Staff: 150 points
- Project Approach & Methodology: 25 points
- Project Timeline: 10 points

- Reference Checks: 15 points

6.2.2.1 Qualifications of Proposer

Points will be assigned based on Qualifications of Proposer over and above the mandatory qualifications in section 3.1 in delivering services of a nature related to those being requested in this RFP using a consensus-based evaluation process. A maximum of 100 points have been assigned for responses to the Qualifications of Proposer.

6.2.2.2 Skills and Qualifications of Proposed Staff

Points will be assigned based on Proposer descriptions of the Skills and Qualifications of Proposed Staff relative to the delivery of services requested in this RFP using a consensus-based evaluation process. A maximum of 150 points have been assigned for responses to the Skills and Qualifications of Proposed Staff.

6.2.2.3 Project Approach & Methodology

Points will be assigned for the Project Approach & Methodology using a consensus-based evaluation process. A maximum of 25 points have been assigned for responses to Project Approach & Methodology.

6.2.2.4 Project Timeline

Points will be assigned for Project Timeline and how well it demonstrates the proposer's understanding of timeliness and scheduling, using a consensus-based evaluation process. A maximum of 10 points have been assigned for responses to this category.

6.2.2.5 Reference Checks

The State will conduct reference checks on each reference provided by the Proposer. Points will be assigned for the Reference Checks using a consensus-based evaluation process based on the relative responses provided by each reference.

The State reserves the right to identify additional references through its own research and conduct additional reference checks, if it deems the referenced project to be appropriately comparable.

A maximum of 15 points have been assigned for the Reference Checks.

Please see Section 5.1.8 for details regarding reference checks

6.2.2.6 Veteran and Hudson Small Entrepreneurship Programs

Veteran Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the

participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

Proposer is a certified small entrepreneurship: Full amount of the reserved points. A maximum of 50 points have been assigned for responses to this category.

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurship to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

6.2.3 Phase 3: Cost Evaluation

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. A sealed cost model (see sample below) shall be used for evaluation purposes.

The Proposer with the lowest total cost shall receive 150 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 150)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed total cost of all proposers
 PC = Total cost of proposer being evaluated

The total cost evaluation will consist of: 1) the "Sum of the Total Cost" of the Sealed Cost Model, 2) the 36 month cost of "Monthly Server/Storage Hosting" and 3) The "One Time Migration Fee".

****Sample - Sealed Cost Model**

POSITION TITLE	% USED	HOURLY RATE	BASED ON X HR TASK	TOTAL COST
Database Administrator				
Senior .Net Developer				
Intermediate .Net Developer				
SQL Reporting and Integration Services Developer				
Web Content Administrator				
IT Project Manager				

Data Control Specialist				
Data Entry Specialist				
Requirements Analyst				
Software Architect				
				SUM OF TOTAL COST

6.3 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The Proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum list of criteria used with the weight assigned each criteria, scores of each Proposal considered, summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the Proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract shall be subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

The agency shall pay Contractor(s) in accordance with the contracted prices. The Contractor(s) will invoice the agency monthly (or at such time as a task order has been delivered or placed into production) at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) calendar days after receipt of a properly executed invoice, and approval by the Office of Technology Services Chief Information Officer Richard “Dickie” Howze or his designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information

as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of OTS and LOSCO. The obligations of confidentiality shall survive the termination of the Contract for whatever reason.

7.3.1 CONFIDENTIALITY OF OIL SPILL DATA

All efforts relating to the contract matter and the results of Contractor's activities may be used by the State in litigation stemming from oil spills and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the contract shall be deemed "Confidential Information." All information generated by Contractor, its agents or employees pursuant to the contract will be confidential work product prepared for pending or anticipated litigation. Confidential Information, including work product, will be held in strict confidence. Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to LOSCO, or without the prior written approval of LOSCO.

The obligations of confidentiality shall survive the termination of the contract for whatever reason.

7.4 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment III). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall be received and approved by the State before work commences. The State shall reserve the right to require complete certified copies of all required policies, at any time.

7.5 Ownership of Product

Upon completion of this contract, or if terminated earlier, all source code developed by Contractor, software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty calendar days of the completion or termination of this contract.

ATTACHMENT I: SCOPE OF WORK/SERVICES

1 Overview

Contractor shall provide all reasonable and necessary data management support in connection with past, present and future oil spills, including the *Deepwater Horizon* Oil Spill. For this contract, the Office of Technology Services (OTS), and the Louisiana Oil Spill Coordinator's Office (LOSCO) will be the State points of contact for implementation of these services. This contract will contribute to the efforts of all Louisiana State Trustees on Natural Resource Damage Assessments, as well as any subsequent litigation relating to oil spills, including the *Deepwater Horizon* Oil Spill.

2 Task and Services

The Contractor shall provide a broad range of projects of varying size and complexity in two general areas related to the continued and efficient use of Information Technology. These two general areas are Application Development, and Infrastructure Support. Application development shall add capacity and capabilities in application development where the Information Technology Section does not have sufficient knowledge or resources. Infrastructure support shall focus on the ongoing database and application storage, maintenance and problem resolution of backend resources. This contract shall be on a task order basis as agreed upon by the Contractor(s) and State Project Manager prior to the work being done. The services shall include, but shall not be limited to the following:

- Analysis
- Design
- Architecture
- Development
- Project Management
- Systems Administration
- Infrastructure Support
- Data Warehousing
- ETL Development
- Database Administration
- GIS (Geographic Information Systems) development - ESRI and Google Earth.
- eBusiness, web design, and development of web portals
- Designing business intelligence systems, executive dashboards and workflows
- Cloud database and application storage for the entire Oil Spill application.
- Data and User level security
- Database and application migration.

3 Goals and Objectives

The goals of this Contract shall be as follows:

- Migrate all existing data, databases and applications to a secure private cloud based system.
- Provide common collection and display functions for all oil spills, thereby reducing the cost in duplicating the functions across multiple agencies.
- Standardize tools and technologies
- Implement best practices as used in government data collection activities

- Implement a robust and flexible workflow engine that can be easily configured and adjusted to changing business conditions
- Provide a dashboard with visual analytic capabilities to provide information for LOSCO managers to control oil spill coordination.
- Develop, through coordination with OTS and LOSCO, a secure website and database that will work together as an integrated System with an ultimate goal to provide the public with a searchable website for Louisiana oil spills.

4 Scope

The Contractor shall provide the following Louisiana data management support services related to past, present and future oil spills, including the *Deepwater Horizon* Oil Spill:

4.1 The Contractor shall advise OTS/LOSCO on the following data management topics, including best practices, approaches, methodologies, issues, and requirements:

- NRDA data management.
- Current National Oceanic and Atmospheric Administration (NOAA) oil spill data management systems and strategies.
- Current United States Fish and Wildlife Service (USFWS) oil spill data management systems and strategies.
- Louisiana specific oil spill data management systems and strategies.

4.2 The Contractor shall provide a Louisiana oil spill data manager and data management team to perform the following functions:

- Work with trustees from LOSCO, CPRA, LDWF, LDEQ, LDNR, NOAA, and USFWS, as well as responsible party management personnel, to identify, track, and resolve oil spill data management issues. Issues may be related to the following topics:
 - Aerial Imagery
 - Chemistry/sampling
 - Cultural Resources
 - Deep-water and Shallow-water Corals
 - Shrimp, Crab, Oysters, and Fish
 - Marine Mammals and Turtles
 - Near shore sediments
 - Submerged Aquatic Vegetation
 - Shorelines Habitats
 - Terrestrial and Aquatic Organisms
 - Water Column
- Oversee and manage the Louisiana database, server, and hosting.
 - On-going hosting for the LOSDMS system including all required networking, hardware, and software.
- Perform data analysis, data Quality Assurance/Quality Control, and data entry.
- Perform database backups.
- Negotiate Louisiana data exchange agreements with NOAA, USFWS, Responsible Parties, and other external data sources with the assistance of State legal counsel.

- Ensure that data is exchanged with all external systems according to an agreed upon procedure.
- Work with OTS/LOSCO, and other Louisiana oil spill trustees to maintain and refine a website to provide controlled public access to the oil spill data, using Microsoft .NET architecture and Microsoft SQL-Server Database. The Contractor shall provide:
 - On-going hosting for the Public Oil Spill Web Site.
 - Enhancements to the Public Web Site – provide agreed upon Enhancements to the Public Oil Spill Web Site.
- Work with the State and agree on a protocol for collaboratively resolving project issues. This protocol shall address the topics in the RFP, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process.
- Convert/migrate all the existing database, data and application code from the current hosted site to the Contractor's hosted site.
- Provide maintenance, enhancement, integration, interoperability, and support for the existing LOSDMS System, including:
 - Work with CPRA, LOSCO, LDWF, LDEQ, LDNR, NOAA, and USFWS trustees to finalize and prioritize requirements for enhancements to LOSDMS.
 - Design, code, test, and deploy the agreed upon functionality using Microsoft .NET architecture and Microsoft SQL-Server Database.
 - Will provide 24-hour support for the LOSDMS, seven days a week, during the contract period.
 - Will provide consulting, analysis, and programming services for any changes to LOSDMS mandated by legislation and/or administrative regulation.
- Work with CPRA, LOSCO, LDWF, LDEQ, LDNR, NOAA, and USFWS trustees to identify additional oil spill data sources to be incorporated into the LOSDMS, and create a strategy and plan to incorporate. Execute the agreed upon plans to incorporate the identified data sources.

4.3 Contractor will provide testing and production hosting server hardware and software needed for the LOSDMS.

4.4 Contractor will provide a project manager to oversee the Louisiana oil spill data management effort.

4.5 The Contractor will provide an estimated time schedules for each assigned task order for review, coordination and approval.

4.6 The Contractor will provide an Oil Spill Data Management Recommendations Report to be delivered within 30 calendar days of project start containing a data management project plan and recommendations to LOSCO relating to oil spill data management, including NRDA, NOAA, USFWS, and Louisiana specific considerations. In addition the Contractor shall provide:

- LOSDMS Data Source Report – provide a list of additional data sources to be included in the LOSDMS and incorporation Strategies.

- LOSDMS Enhancement Report – Report containing agreed upon LOSDMS requirements and priorities.
- Monthly Oil Spill Data Management Progress Reports – Monthly progress report containing progress against Project Plan, status of data management issues, status of LOSDMS, QA/QC status, data exchange status, and other related topics as appropriate.

4.7 The Contractor must take measures to prevent security threats that may result in data loss or service degradation, including:

- Firewall protection.
- Built in Role Based Access Control for various objects and actions throughout the application.
- A secure process for creating users, which details who controls user creation and their permissions.
- Built in measures that prevent modification or destruction of data by unauthorized users.
- Built in measures for managing typical input validation errors that may compromise security, such as format strings, SQL injection, cross-site scripting, HTTP header injection and the like, to be approved by OTS and LOSCO, prior to building in the measures.
- Secure password management policies that include, at a minimum: a secure encryption algorithm, a process for password recovery, a process for changing the password, and a policy on password strength.
- Reasonable protection against intruders.

4.8 The Contractor shall provide a Service Level Agreement will be negotiated with the selected Contractor that will include the below provisions. The Service Level Agreement, once negotiated, will become an integral part of the Contract. The Service Level Agreement shall include the following minimum components:

- Ramp up and ramp down of personnel within a one week time frame.
- Response to requests for technical support based on the level of urgency, at a maximum within 24 hours. A resolution goal timeline for handling support requests. .
- Service Availability:
 - LOSDMS and the Public Oil Spill Website must allow all full operational functions to be executed via a standard web browser. When new enhancements to LOSDMS and the Public Oil Spill Website have been accepted by the Contract Administrator as fully operational, the following service availability requirements shall apply. At a minimum, the application service must be:
 - 99% available during working hours: between 6 AM and 6 PM CST, Monday through Friday.
 - 95% all other times.
 - Other exclusions that may apply to the service availability (ex: lost passwords, deliberate or accidental misuse by registered users, reasonable delays due to computer intensive activities such as data

loading or performing intensive calculations, etc.) will be provided with the selected Contractor.

- Performance Levels:
 - Secure environments must be provided for two kinds of users:
 - A multi-user, collaborative, read/write environment for State Trustee users of LOSDMS.
 - A read-only reporting environment for non-authenticated (public) users of the website.

4.9 State of Louisiana shall furnish the following materials to the Contractor:

- All available documentation and source related to the existing LOSDMS and data sources.

4.10 The Contractor shall provide PRODUCT LICENSES: All product licenses that are purchased for use under this contract must be purchased in the State's name or must be able to be transferred to state without cost at the end of the contract.

- **TURNOVER:** In the event that the Contractor's contract expires or is terminated, the following requirements must be met:
 - All source code shall be transferred to LOSCO with complete documentation.
 - All data, metadata and database schema and all other electronic and paper files shall be transferred to LOSCO with complete documentation. The Contractor shall NOT withhold any information proprietary or otherwise.
 - In the event of early termination of the contract, the Contractor will be asked to remain on the contract for up to 3 months of time for transfer of knowledge. Contractor shall not withhold any information.
 - The Contractor shall provide necessary support to LOSCO and its new Contractor to transfer all programs, data and other information that is required for LOSCO to be completely operational.
 - All licenses or any other hardware/software that were purchased for this contract must be transferred to State/LOSCO at NO charge to the State/LOSCO.

4.11 MIGRATION INFORMATION AND TECHNICAL ENVIRONMENT:

- The State of Louisiana owns the existing source code base for the LOSDMS and the Public Oil Spill Website. In addition to the above requirements, the Contractor will be responsible for migrating all current data and source code onto their hosted site and equipment.
- The current technical environment can be found in Attachment II of this RFP.

5. Deliverables

The Contractor shall provide specific deliverables per the task orders for activities or assignments.

The task order will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor(s)), estimated workdays/personnel hours to complete, dollars associated, expected start and completion dates. The Contractor(s) shall provide technical staff on site for application development and functional enhancements as needed by the State.

Contractor shall provide the following deliverables within the time frames specified on the task order:

- 5.1 Project Management/Initiation. The Contractor shall:
 - Identify and establish a Facilitator/Project Manager to work with the project team.
 - Clarify roles and responsibilities, which include diagramming how tasks, comments, and outstanding issues will flow between the different project team members and their counterparts within the state agencies, along with the format for comments (i.e. blank comment sheet that clearly defines the section being commented on)
 - Establish an electronic mechanism to track all project communications and tasks and allow the project members to access the information.
 - Host weekly conference calls throughout the project duration; facilitate discussion and issue conference calls agendas and meeting minutes.
 - Submit monthly project reports / status.
 - Hold one (1) project kickoff meeting to introduce team members and their roles / responsibilities in the project.
 - The Contractor shall prepare and deliver an introductory briefing for the State's management and selected staff (approximately 25 people) that introduces key Contractor staff, provides a high level overview of the proposed solution and how it will be implemented through a task based system.
 - The Contractor may include other topics that are relevant to promote a better understanding of the project.
 - The Contractor shall submit the agenda and presentation materials for this briefing to the State's Project Manager for review and approval prior to presentation.
 - The Contractor shall provide the presentation materials and handouts used during this briefing in both a paper and electronic format.
 - The electronic format shall be provided by the Contractor in Microsoft PowerPoint, Visio, and/or Microsoft Word format.
- 5.2 Planning and Design shall include leading blueprint sessions as necessary). The Contractor shall
 - Determine task and system requirements.
 - Document the system data flow requirements, including all, data elements, and business processes for all participating entities/partners.
 - Define project standards and controls required by the State.
- 5.3 Technical Assessment Report.
 - Contractor will review those areas of the State's Information Technology environment; including : standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc. related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the task order.
- 5.4 Functional System Requirements Report.
 - Contractor will develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work and requirements gathered in the Planning and Design phase.

- 5.5 Implementation Planning Report.
 - Contractor will develop an Implementation Planning Report describing the strategy for implementing the system tasks, including: system testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan shall address resources, time frames, responsibilities, and contingencies.
- 5.6 Programming/Custom Modifications.
 - Contractor will perform programming/coding tasks as necessary to produce the software specified in the functional report.
- 5.7 Software Installation.
 - Contractor will perform software installation tasks as applicable; including: database setup, file sizing, software retrofitting, and installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
- 5.8 Systems Test and Acceptance Test Support.
 - This shall include as functional support on System functionality, production planning meetings, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts, full system testing and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
- 5.9 Interface Testing.
 - This shall include development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
- 5.10 Training.
 - Contractor will provide a complete training plan and instructor training to State personnel on the new system. This shall include both training materials and application student guides if needed.
- 5.11 Documentation.
 - Contractor will provide all documentation as specified in the Implementation Plan including but not limited to:
 - Overall technical System architecture documents including hardware, environments, security, backup / disaster recovery (DR) strategy.
 - Network diagram of production/test System with interfaces.
 - System startup document.
 - Data element dictionary of all databases in the project.
 - Data crosswalk documentation
 - End user training and help documentation.
 - System Administration training and help documentation.
- 5.12 Reporting.
 - The Contractor shall provide the ability to generate real time reports as specified by the State on data and statistics. A sample report may be the total number of oil spills occurring during a specified time frame.

- The System shall provide the ability to selectively generate/print reports based on the following criterion:
 - A single record.
 - A group/all records.
 - A specified listing of records.
 - All except specific record/records.
 - Print a specific page requested
 - Print selected text.
 - Monthly status reports

At a minimum, the State shall require that monthly status reports be provided that reflect the major activities for the reporting period. The State will expect monthly participation in status meetings with the State project team. Project management shall use the status report to monitor project activity and to detect potential problems or delays. The monthly status report shall serve as the agenda for the status meetings. Topics to be covered shall include:

- A listing of open tasks;
 - A listing of significant departures from project planning and objectives with explanations of causes and strategies to achieve realignment;
 - A listing of tasks completed since the last report;
 - Tasks that were delayed and reasons for delay;
 - Planned activities for the next scheduled period;
 - Summary of major concerns or issues encountered, proposed recommendations; and
 - Any other topics that require attention from the State's project manager.
- 5.13 Knowledge Transfer, Documentation. The Contractor shall
 - Transfer all application knowledge to the State to position them to be self-sufficient after contract completion.
 - Provide side by side on the job training to facilitate knowledge transfer
 - Provide documentation (to include all procedures required for ongoing maintenance) in addition to documentation requirements identified throughout this RFP.
 - 5.14 Ongoing Support
 - The Contractor shall provide a description of a comprehensive maintenance and operations support program that shall include:
 - Preventive maintenance
 - Remedial maintenance
 - Help desk support
 - An explanation of anticipated response times for unscheduled services.
 - The Contractor shall provide a maintenance and support program for the life of the contract.
 - 5.15 Help Desk/Issue Resolution (with clearly marked lines of responsibility between State and successful proposer)
 - Contractor shall provide a description how they will provide Help Desk and Issue resolution for the life of this project.
 - 5.16 Change Management

- Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
- 5.17 Final Project Report. The Contractor shall:
 - At the conclusion of the project, provide a final report that includes the extent and manner to which the project objectives have been met, as well as follow-on recommendations.
 - Develop a lessons learned report to communicate the lessons learned, which shall include guidance to serve as a “How to Manual” for the project.
- 5.18 Confidentiality of work product
 - The Contractor shall comply with all documentation labeling requirements described in Section 2.9 Communication Protocol, in Attachment V, Sample Contract.
- 5.19 Staffing requirements

The Contractor shall provide individuals who meet or exceed the following qualifications in the staff classifications specified:

 - **IT Project Manager.** Experience level: 5+ years’ experience in project management. This individual shall possess an ability to apply strong project management skills and methodologies with proven experience in large-scale IT initiatives. This individual shall have experience in and strong knowledge of information technology applications, design, processes, software and equipment. This person shall also have experience in leading IT related projects and managing delivery teams.
 - **Database Administrator.** Experience level: 4+ years of SQL Server Administration 2008-2010 with a strong knowledge of all Microsoft Windows Operation Systems. This individual must possess experience in troubleshooting SQL coding and DB fragmentation, troubleshooting hardware, including controller limitations, disk space, SAN storage and Fiber connections.
 - **SQL Reporting and Integration Services Developer.** Experience level: 4+ years’ experience with SQL Server/ Business Intelligence (BI) Reporting and integration Services.
 - **Senior .Net Developer.** Experience Level: 5+ years’ .NET and SQL Server programming. Shall possess a background in business application development with strong communication and leadership skills. Experience in MS Windows and Web development platforms, specifically .NET (ASP.NET & VB.NET), C# and SQL Server platforms shall be required.
 - **Intermediate .Net Developer.** Experience Level: 4+ years’ .NET and SQL Server programming. Must have a background in business application development with good communication skills and an understanding of MS Windows and Web development platforms, specifically .NET (ASP.NET & VB.NET), C# and SQL Server platforms shall be required.
 - **Web Content Administrator.** Experience level: 2+ years’ experience in web page design and design of web-based applications with specific knowledge of Visual Basic, .NET, and development
 - **Data Control Specialist**-Experience level: 3+ years’ experience in data quality assurance and data quality control. It is highly desirable that this person has experience with NRDA data quality assurance and control.

- **Data Entry Specialist**- Experience level: 1+ years' experience in transcribing data. It is highly desirable that this person has experience in transcribing oil spill data.
- **Requirements Analyst**- Experience level: 4+ years' experience in analyzing requirements for information processes and systems. This person shall have a strong background in defining procedures and protocols for oil spill related processes.
- **Software Architect**- Experience level: 5+ years' experience in architecting large scale .net solutions and managing software development.

6 Location

The primary location the work/delivery/service shall be performed, completed and managed is at:

Louisiana Department of Public Safety
7979 Independence Blvd
Baton Rouge, LA 70806

ATTACHMENT II: Current HARDWARE/SOFTWARE ENVIRONMENT

- **Existing System Configurations:**

- The current system is using ASP.NET technology with VB.net and C#.net as the coding language.
- Relational Database: SQL Server 2008 R2 Standard
- Reporting Service: Report Definition Language Client-side in Visual Studio.
- Integration Service: The integration service tool in use is the one provided in the SQL Server R2 Standard package.
- Server Operating System: Windows Server 2008 R2
- Preferred Development Tools: Visual Studio 2008/2010/2013.
- Web Browser: Internet Explorer 7, 8, 9, 10, 11; Firefox 4 to 24; Chrome 35.
- Office and Email Applications: Microsoft Office 2007, 2010, 2013.
- GIS Software: Arcview 10.2.
- Authentication and Encryption: ASP.NET Forms Authentication, SSL
- Internet Bandwidth Size: 14 TB per month pooled.
- Current Database(s) Size: 54 GB total.
- Current FTP Site: 3.6 TB (Go Anywhere Services)
- There are currently three dual processor multi-core servers and a single processor multi-core server:
- Application Server- Intel Xeon 5620 8 x 2.40 GHz + HT 1066MHz 2 x 12MB 12GB DDR3 1333 EC RAID1+0
- Database Server- Intel Xeon 5620 8 x 2.40 GHz + HT 1066MHz 2 x 12MB 12GB DDR3 1333 EC RAID1+0
- File Server- Intel Xeon 5430 8 x 2.66GHz 1333MHz x 12MB 6GB FB-DIMM 533/677 RAID1+0
- Test Server- Intel Xeon X3230 4 x 2.66GHz 1066MHz x 8MB 8GB DDR2 667

- **Special Requirements:**

- Contractor will provide its own workstations, any workstation resident software and maintenance thereof. Any Contractor-provided workstations or devices to be connected to the State's network must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed by the State before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

- **Standards and guidelines:**

- Contractor shall be responsible for:
 - Clarifying the assignments as needed with appropriate State personnel.
 - Obtaining verification from the appropriate State personnel that the developed System is functioning correctly.
 - Preparing necessary documentation to properly reflect the usage of the System.
 - Training state personnel in the use of the System.

ATTACHMENT III: INSURANCE REQUIREMENTS FOR CONTRACTORS

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, shall be used in the policy. Claims-made form shall be unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, shall be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies shall contain, or shall be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved

for use in Louisiana), or equivalent, shall be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to the Agency. Ten-day written notice of cancellation shall be acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates shall be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency shall reserve the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency shall reserve the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties shall hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties shall further agree that Contractor is a wholly independent contractor and shall be exclusively responsible for its employees, owners, and agents. Contractor shall hereby agree to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall agree to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless,

without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, ii) Authorized User's use of the Product in combination with other products not furnished by Contractor, iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable, (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance, or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the work or Deliverables in excess of six (6) consecutive months and for which Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence shall be cause for the State to terminate this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor shall be required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them by law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Contractor shall agree to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action.

ATTACHMENT IV – Adverse or potentially adverse parties

Any State (other than Louisiana) governmental entities
Any local governmental entities (*including* those located in Louisiana)
Any Federal governmental entities
Any Designated Responsible Party or potential Responsible Party
Alma Energy Corporation
Amerada Hess Corporation
American Commercial Lines, LLC
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apache Corporation
BP America, Inc.,
BP Corporation North America, Inc.
BP Exploration & Production, Inc.
BP P.L.C.
Baby Oil
Cameron International Corporation F/K/A Cooper-Cameron Corporation
Ceddyco
Chevron Pipeline Company
Citgo Petroleum Corporation Transocean Holdings LLC
D.R.D. Towing Company, LLC Triton Asset Leasing GmbH
Dune Operating
El Paso E&P Company, L.P.
El Paso Production Company
Equinox Oil Company, Inc.
Exxon Mobile Pipeline
Forest Oil
Gulf Production Company
Habors Oil & Gas
Halliburton Energy Services, Inc.
Helis Oil & Gas
Hess Corporation
Hilcorp Energy Company
M-I, LLC
Mariner Energy, Inc.
McGowan Working Partners
Moex Offshore 2007 LLC
ORB Exploration
Ocean Energy, Inc.
Palmetto Oil
S2 Energy
Shell Pipeline Company, LP
TPIC
Texas Petroleum Investments
Transocean Deepwater, Inc.
Transocean Offshore Deepwater Drilling, Inc.
Weatherford U.S. L.P.
Williams Field Services
XTO Energy (subsidiary of EMPCo)

ATTACHMENT V: Sample Contract

STATE OF LOUISIANA

CONTRACT

On this ____ day of _____, 20__, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Appendices which are made a part of this contract:

Appendix I - Statement of Work
Appendix II - Hardware/Software Environment
Appendix III - Contractor Personnel and Other Resources
Appendix IV - State Furnished Resources
Appendix V – Insurance Requirements for Contractors

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

Contractor warrants that the contracted supplies, materials, goods and services to be provided hereunder will be provided will conform to the contract's requirements, in good faith, with diligence and care by experienced and qualified personnel in a professional workmanlike manner.

A. *Period of Coverage.* The Warranty period for software and System components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and

will terminate (*spell-out*) (*n*) months thereafter.

B. *Free from Defects.* Contractor warrants that the System developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during System design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the System as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract at no cost to the State.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for

infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, ii) Authorized User's use of the Product in combination with other products not furnished by Contractor, iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable, (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance, or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the work or Deliverables in excess of six (6) consecutive months and for which Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them by law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

2.4 INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- d. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- e. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- f. The Contractor's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- e. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- f. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the

Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

2.5 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.6 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor shall be responsible for reporting any breach of security to the State promptly.

2.7 TAXES

Contractor shall responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

2.8 CONFIDENTIALITY

All efforts relating to the contract matter and the results of Contractor's activities may be used by the State in litigation stemming from oil spills and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the contract is "Confidential Information." All information generated by Contractor, its agents or employees pursuant to the contract will be confidential work product prepared for pending or anticipated litigation. Confidential Information, including work product, will be held in strict confidence. Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to LOSCO, or without the prior written approval of LOSCO.

All financial, statistical, personal, technical and other data and information which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which

becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Should Contractor discover a breach of any confidential data or information, Contractor shall promptly notify the State about the breach of such confidential data or information. Should Contractor receive any non-discretionary governmental demand for release of confidential data or information (such as a subpoena), Contractor will promptly notify the State in sufficient time for the State to take any action it deems necessary or proper to protect the confidential data or information, including seeking a protective order or injunctive relief, unless notification is expressly prohibited by law.

The obligations of confidentiality shall survive the termination of the contract for whatever reason.

2.9 COMMUNICATIONS PROTOCOL

To protect the confidentiality of all communications and assure the control of documents covered by the scope of this engagement, Contractor shall undertake the following steps in connection with documents created in furtherance of the work.

- a. Contractor shall generate written reports, written conclusions, and other written work product only as specifically required by a Task Order and/or at the written direction of the Contract Administrator.
- b. Contractor shall conspicuously mark each page of any written documentation and work product (whether in preliminary, draft, or final form) with the legend “**Confidential Work Product.**”
- c. If Contractor is asked to generate reports, written conclusions and other work product, such work product, whether draft, interim or final, including spreadsheets, calculations and model parameters for all significant iterations of the work, shall be retained.
- d. Contractor shall treat all communications, including but not limited to, electronic drafts of documents and all electronically stored information, as Confidential Information and mark accordingly (to the extent practical) as: “**Confidential Work Product.**”
- e. With the exception of the points of contact identified below, Contractor shall refrain from engaging in communications regarding the Contract and the Services provided hereunder with other persons or consultants outside of Contractor’s own organization without the prior written approval of the Contract Administrator.

2.10 PUBLIC STATEMENTS

Unless the prior written approval of the Contract Administrator is obtained, Contractor shall not engage in publication or public discussion of Confidential Information, documents, materials, or work product in any forum, whether scientific, technical, media, or otherwise.

2.11 NO ADVERSE REPRESENTATION

During preparation for and throughout all phases of the Natural Resource Damage Assessment (“NRDA”) process, including the restoration planning and implementation phases, negotiations, litigation or settlement of any State claim arising from an oil spill, or any administrative or judicial actions relating to the State’s natural resource injuries arising from an oil spill, Contractor shall not enter into any agreement with any other person or entity (or its agent, employee, contractor, or consultant) who is adverse or potentially adverse to the State in this matter to provide services without the prior written approval of the Contract Administrator.

Contractor must also make the Contract Administrator aware of, and obtain the Contract Administrator's prior written approval, before accepting any funds from adverse or potentially adverse parties and/or before providing any services i.) That are in any way oil spill-related, ii.) That in any way involve environmental assessments or proceedings, whether along the gulf coast or otherwise, or iii.) That involve any other work, research and/or projects that could potentially affect the NRDA, claims process or potential litigation for the State.

The above provisions regarding adverse representation shall apply equally to any subcontractor working under this Contract.

2.12 INDEPENDENT CONTRACTOR

In all matters relating to the Contract, neither the Contractor nor employees of the Contractor, shall be considered employees of the State under the meaning or application of any Federal or State Unemployment, Insurance or Worker's Compensation Law.

2.13 CONTRACT ADMINISTRATOR/PRINCIPAL POINT OF CONTACT

XXXXX, or his/her designee, will be tasking Contractor and providing oversight of the Services and expenditure of funds under the Contract. For purposes of this Contract, the term "Contract Administrator" shall refer to XXX or his/her designee. Services shall only be provided by Contractor at the direction of Contractor Administrator. Such direction shall be provided in writing and shall be contained within specific Task Orders mutually agreed-upon by Contract Administrator and Contractor.

Notwithstanding Contractor's responsibility for management during the performance of the Contract, the Contract Administrator shall be Contractor's principal point of contact on behalf of the State. Contract Administrator may designate other points of contact on behalf of the State, including but not limited to, representatives from other State Natural Resource Trustees. Contractor will use its best efforts to copy and include the Contract Administrator and any other designated points of contact on any and all communications regarding the task to be performed pursuant to the Contract.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor shall hereby agree to competently and diligently perform services according to the terms of this Contract and necessary to accomplish the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software System being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 calendar days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor shall agree to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. Subcontractors. Contractor may, with the prior written consent of the Contract Administrator, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Contractor shall include, to the extent feasible and applicable, the provisions contained in this Contract in any subcontract. Contractor shall submit request for approval, accompanied by copies of the proposed subcontracts, to the Contract Administrator. The State shall pay Contractor for services provided by an approved subcontractor according to the rates negotiated and agreed upon by the State and the Contractor in the respective Task Order. Contractor shall further agree to diligently oversee, manage, and be responsible for services performed under any subcontract to the extent reasonable. In no event

shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach in the performance of the Contractor's duties.

The parties shall agree that if the Contract is terminated for any reason, the State will have the option to contract directly with any subcontractor approved for the performance of work under the Contract. If such option is exercised by the State, the Contractor must immediately terminate its contract with the respective subcontractor and provide the State with copies of any data, records, reports, documents or other material collected or prepared in connection with any work performed under the subcontract.

E. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to Systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State

will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable shall be considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity shall be contingent upon correction of all such deficiencies and acceptance by the State.

E. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$____. Authorized travel expenses shall constitute part of the maximum payable under the terms of the Contract and shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All travel expenses will be set forth in each respective Task Order and subject to the Contract Administrator's prior written approval therein. Payment will be made only on approval of _____
(Name of Designee).

. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice. The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the System's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the System following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Payment by Percentage of Completion

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and timetables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State may terminate this Contract for any reason recognized as cause under Louisiana law or cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may be cause for cancellation of the Contract. In the event the State discovers any fraud or ill practice arising from the procurement process or negotiations that preceded execution of the Contract, the State may terminate the Contract for cause immediately without granting Contractor any additional time to cure and the award shall be declared null and void.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all source code, software, data files, documentation, records, worksheets, or any other materials related to this Contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract. In addition, at any time during the Contract period, the State shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, files and other material collected or prepared by the Contractor in connection with the Contract with ten (10) days of receipt of written notice issued by the State. Nothing in this provision shall prevent Contractor from retaining a copy of any such material.

10.0 NONASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all software, books, records, and other documents relevant to this Contract and the funds expended hereunder until otherwise instructed by the State, or at a minimum, least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

Contractor recognizes that all software, books, records, worksheets, and other documents under this Contract can become subject to a Litigation Hold during the term of this Contract. Contractor agrees that if any software, books, records, worksheets, or other documents hereunder do become subject to a Litigation Hold, Contractor agrees to follow the procedures set forth in said Litigation Hold, and agrees to retain all software, books, records, worksheets, or other documents relevant to this Contract and the funds expended hereunder until otherwise instructed by the Contractor Administrator.

For any portion of services under this Contract rendered in relation to, or in support of, the *Deepwater Horizon* Oil Spill, Contractor acknowledges receipt and review of the Litigation Hold issued by Louisiana's Attorney General James D. "Buddy" Caldwell on August 23rd, 2010 (SEE Document 1 – "AG Litigation Hold8.23.10.pdf"). Contractor agrees that the work performed under this Contract in relation to, or in support of, *Deepwater Horizon* is subject to this Litigation Hold and agrees to follow the procedures found therein. Contractor agrees to retain all books, records, electronically stored information and communications, and other documents relevant to the Contract and the funds expended hereunder until otherwise instructed by the Contract Administrators.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

16.0 CODE OF ETHICS

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to Contractor in the performance of the Services called for in this Contract. Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

17.0 APPLICABLE LAW

The Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18.0 COMPLIANCE WITH LAWS

Contractor, its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of the Contract.

19.0 NO WAIVER

No waiver by any party of any right or remedy under the Contract shall be deemed to be a waiver of any other or subsequent right or remedy under the Contract. No waiver of any term, covenant or condition of the Contract shall be valid unless affirmed in writing.

20.0 SUCCESSORS AND ASSIGNS

The Contract shall be binding upon any successors or assigns of the respective parties hereto.

21.0 SEVERABILITY

If any term or condition of the Contract is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application.

22.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

23.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE This contract, (together with the Request for Proposals and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

APPENDIX I-ATTACHMENT STATEMENT OF WORK

1.0 INTRODUCTION

Completed once the Contract is awarded.

2.0 DESCRIPTION OF SERVICES/TASKS

Completed once the Contract is awarded.

3.0 SCHEDULE REQUIREMENTS

Completed once the Contract is awarded.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

Completed once the Contract is awarded.

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

Completed once the Contract is awarded.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

Completed once the Contract is awarded.

APPENDIX II-ATTACHMENT HARDWARE/SOFTWARE ENVIRONMENT

The System to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

Completed once the Contract is awarded.

2.0 SPECIAL REQUIREMENTS

Completed once the Contract is awarded.

3.0 STANDARDS AND GUIDELINES

Completed once the Contract is awarded.

APPENDIX III-ATTACHMENT CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
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Completed once the Contract is awarded.

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating System, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

APPENDIX IV-ATTACHMENT STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is _____ who is the principal point of contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support System development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

ATTACHMENT VI: Cost Proposal

Staff Resource

Hourly Rate

Database Administrator

Senior .Net Developer

Intermediate .Net Developer

SQL Reporting and Integration Services Developer

Web Content Administrator

IT Project Manager

Data Control Specialist

Data Entry Specialist

Requirements Analyst

Software Architect

SERVER HOSTING

Monthly storage fee on basic storage for 10 TB

\$ _____/mo.

Monthly Server fee on (3) Quad Core Servers minimum 12GB mem (Or comparable)

\$ _____/mo.

TOTAL MONTHLY SERVER/STORAGE HOSTING COSTS

\$ _____/mo.

*** *The Total Monthly Server/Storage Hosting Costs includes Infrastructure Support and Maintenance Costs.*

ONE TIME MIGRATION FEE

\$ _____.

ATTACHMENT VII: Certification Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name _____

Email Address _____

FAX number with area code _____

US Mail Address _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its Proposal response. However, the State reserves the right to reject a Proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its Proposal.

1. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

2. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)"

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

Date